CONTRACT #3 RFS # N/A FA # N/A

University of Tennessee

VENDOR:
Alexander, Haas, Martin &
Partners, Inc.



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

August 26, 2008

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8th Floor Nashville, TN 37243-0057

RECEIVED

AUG 2 6 2008

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract amendment with Alexander, Haas, Martin and Partners, Inc. (AHM&P) to provide counsel for the university's system-wide capital campaign.

The non-competitively bid contract presented for review results from a relationship established in FY 2003 when the university competitively bid for a capital campaign feasibility study and awarded a contract to AHM&P. At the completion of the initial study, the university elected to enter into a three-year non-competitively bid contract to obtain counsel, strategy, and direction for the one billion dollar capital campaign currently in progress. This contract was presented to and approved by the Fiscal Review Committee on December 14, 2005. The university now proposes to extend this contract one additional year, January 1, 2009 through December 31, 2009, with no increase in the current maximum liability of \$858,000.

If you have questions or need additional information, please let me know.

Respectfully,

Oyluis Spannow Maris

Sylvia Shannon Davis Vice President for Strategic Planning & Operations

Attachment

c: John D. Petersen
David Millhorn
Chris Cimino
Anthony Haynes
Henry Nemcik
Gary Rogers

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			million	n dollar campaign f	for sys	tem-	wide camp	paigr	<u> </u>			
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	1/1/2006		 	12/31/2009								N/A
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N/A	Contrac	tor is on STA	RS				Contract	tor's	Form W-9 is on	file ir	Accounts	;
Allotmen	t Code	Cost Cent	er	Object Code	T -	Fu	nd .	Fı	unding Grant Co	de	Funding	Subgrant Code
332.	10	N/A		N/A		N/A			N/A		N/A	
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		Contract &		IS Amendment	State	- Ay	ency r iso					
FY	l	mendments		ONLY		Sylvia Shannon Davis, 865-974-2244						
2006-2008	\$	858,000.00			State	e Ag	ency Bud	get (Officer Approval			
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				lete for Alternative M						ve Nec	gotiation, OR	Other)

UT competitively bid and awarded a contract in FY 2003 to Alexander, Haas, Martin & Partners, Inc. (AHM&P) to conduct a campaign feasibility study. It was concluded that the university was best served by continuing its relationship with AHM&P given the previous work performed to date and the quality of the work obtained. To select another firm would waste time invested and knowledge obtained by AHM&P to date. The university has need for continued campaign counsel for its \$1 billion capital campaign and seek to extend the services currently provided by AHM&P for one additional year.

THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
	Date
tIT System Office Approval	Date

			***************************************	SEALUSED.		
<u> </u>	EACH F	REQUEST ITEM BELOW MUS	<u>i be detailed or addressed as</u>	KEMUKED.		
1)	UT Tracking Number:					
2)	Campus/institute Name:	The University of Tennessee - University-wide Administration				
	EXISTING CONTRACT INFORMATION					
3)	Short Description:	Systemwide campaign counsel agreement				
4)	Proposed Vendor:	Name: Alexander, Haas, Martin & partners, Inc. (AHM&P)				
	-	Vendor Number:	1011975	1		
		Vendor ID:	58-1757959			
5)	Contract #					
6) Contract Start Date: January 1,			January 1, 2008 1			
7)	7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			December 31, 2008		
8)	8) Current Total Maximum Cost iF all Options to Extend the Contract are Exercised: \$858,000.00					
		PROPOSED AM	ENDMENT INFORMATION			
9)	9) <u>Proposed</u> Amendment#			1		
10)	10) Proposed Amendment Effective Date:			January 1, 2009		
11)	11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised: December 31, 2009			December 31, 2009		
12)	12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised: \$858,000.00			\$858,000.00		
13)	Approval Criteria: (select one)	use of Non-Competitive Negotiation is in the best interest of the university				
	only one uniquely qualified service provider able to provide the service					
14)	14) Description of the Proposed Amendment Effects & Any Additional Service					
UT	has used AHM&P since Jan	uary 2006 to provide cour	nsel for our \$1 billion capital cam	paign. With their guidance and staff,		

volunteer and donor efforts, we have secured nearly \$750 million in gifts over the last 3+ years. This smendment continues the support of their services for on additional year. 15) Explanation of Need for the Proposed Amendment: The university has need for continued campaign counsel for its \$1 billion capital campaign and seek to extend the services currently provided by AHM&P for one additional year. 16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education Institution) Alexander, Haas, Martin & Partners, Inc. 3520 Pledmont Road, NE Suite 300 Atlanta, GA 30305 N/A 17) Documentation of Office for Information Resources Endorsement: (required only if the subject service involves information technology) 18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees) 19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services) 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives: To gain counsel, strategy and direction for the \$1 billion system-wide campaign (January 1, 2009 - December 31, 2009). Outside counsel is important to provide impertial perspective and advice.

21) Justification for the Proposed Non-Competitive Amendment:

AHM&P has in-depth knowledge of the university's needs and provides the needed continuity in implementing our capital campaign strategy.

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

Nexander, Haas, Mart	in or raidicis, inc.	(hereinafter Contractor), which Contract was signed by the
Iniversity on	12/8/05	···································
This Contrac	et amendment consists of this	cover page, the University's Standard Terms and Conditions and
0	additional pages.	
By mutual ag	greement, the University and the	he Contractor agree to the following amendment:
allocated for the campa January 2006. We star	aign consultants. AHM&P has be	tional year (Jan. 1, 2009 - Dec. 31, 2009) to use remaining funds en the consultant for the multi-million dollar system-wide campaign since and with 83% of the time period used, we have \$266,135.51 remaining. and amounts needed.
	ard Terms and Conditions have be onditions should be made a part o	een revised since the original contract was signed and these new of the amendment.
		,
All other term	s remain unchanged	,
All other term	s remain unchanged.	,
n witness of their acc	eptance of the terms of this a	greement, the parties have had this Contract executed by their duly
n witness of their accurate uthorized represents	eptance of the terms of this agatives.	greement, the parties have had this Contract executed by their duly FOR UNIVERSITY:
·	eptance of the terms of this agatives.	
n witness of their accurate uthorized represents	eptance of the terms of this agatives.	FOR UNIVERSITY: Development & Alumni Affairs Department Name
n witness of their accurate uthorized representa OR CONTRACTOR:	eptance of the terms of this agatives.	FOR UNIVERSITY: Development & Alumni Affairs
n witness of their accurate uthorized representation OR CONTRACTOR: ignature	eptance of the terms of this agatives.	FOR UNIVERSITY: Development & Alumni Affairs Department Name E175500
n witness of their accurthorized representations on CONTRACTOR: ignature rinted Name	eptance of the terms of this agatives.	Development & Alumni Affairs Department Name E175500 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed Name
n witness of their accurate uthorized representation on CONTRACTOR: ignature rinted Name	eptance of the terms of this agatives.	Development & Alumni Affairs Department Name E175500 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed plame Authorized Official Signature Charles M. December 1997 Authorized Official Signature
n witness of their accurate uthorized representations:	eptance of the terms of this agatives.	Development & Alumni Affairs Department Name E175500 Responsible Account (if applicable) Administrative Signature (optional) Administrative Printed plame Authorized Official Signature

STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Convright Law)
- 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

ALEXANDER, HAAS, MARTIN AND PARTNERS, INC.

ORIGINAL CONTRACT

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THE UNIVERSITY OF TENNESSEE

CONTRACT

Actual automoran mater a melesal & reserve	into on 1277/05 di AAS MARTIN & PARTNERS	ocuments the agreement between The University of Teaner Tack. (hereinafter Contractor).	-
This Contract consists of this cover pages. Terms contained on this cover pagantachment unless otherwise stated under "Or	e and the University's Star	dard Terms and Conditions (on reverse), and 2 additional additiona	onu
Contractor will provide the following	ing:	m, ***	
Confractor will provide campaign counsel for multi-	-miliion doilar system-wide can r campuses. Provide strategy :	npaign for UT Knoxville, Institute of Agriculture, UT Martin, U' and direction to the Fresident, Vice Fresident for Developmen volunteer leadership,	T nt,
The period of performance under University may terminate this Contract by gradue, in which event the Contractor shall be the termination date.	iving the Contractor at least:	through 12/31/08 However, thirty (30) days written notice before the effective termina compensation for satisfactory authorized work completed a	Hor
The University will compensate th	e Contractor \$ 2,750	per_daily visit	
Other payment terms:	000 retainer per month for cour	nsal provided offsile by telephone, mail, e-mail, fax, and in Al	НМЕ
The University's maximum liabilit	y under this Contract is \$ 858	.000	
Other terms (N/A if none):			
See altached.			
	, , .		•
authorized representatives.	the terms of this agreemen	L the parties have had this Contract executed by their o	dulz
FOR CONTRACTOR:		FOR UNIVERSITY:	
FOR CONTRACTOR:		FOR UNIVERSITY:	
FOR CONTRACTOR:	·	FOR UNIVERSITY: VP for Development & Alumni Affairs Department Name	
	· · · · · · · · · · · · · · · · · · ·	VP for Development & Alumni Affairs Department Name	
		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account	
Signature Name (Printed)		VP for Development & Alumni Affairs Department Name E032000017	
Signature		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account	
Signature Name (Printed) Title 3520 Pledmont Rd., N.E., Suite 300		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account	
Signature Name (Printed) Title		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account	
Signature Name (Printed) Title 3520 Pledmont Rd., N.E., Suite 300		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account	
Signature Name (Printed) Title 3520 Piedmont Rd., N.E., Suite 300 Address		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account	
Signature Name (Printed) Title 3520 Piedmont Rd., N.E., Suite 300 Address Atlanta, GA 30305		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account (1f applicable) Administrative Signature	
Signature Name (Printed) Title 3520 Piedmont Rd., N.E., Suite 300 Address Atlanta, GA 30305		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account (1f applicable) Administrative Signature	
Signalure Name (Printed) Title 3520 Piedmont Rd., N.E., Suite 300 Address Atlanta, GA 30305		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account (1f applicable) Administrative Signature	
Signature Name (Printed) Title 3520 Piedmont Rd., N.E., Suite 300 Address Atlanta, GA 30305		VP for Development & Alumni Affairs Department Name E032000017 Responsible Account (If applicable) Administrative Signature (Optional)	

Rev. 2-1-97

Other with annual transfer

STANDARD TERMS AND CONDITIONS

- 1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
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- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
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 - Financial gain outside any current of future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

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- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Cantractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's wark under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

Campaign Counsel Agreement with Alexander Haas Martin & Partners, Inc.

<u>Campaign Counsel for Overall Campaign and All System Units</u> – Provide strategy and direction to the President, Chancellors, Vice Presidents, Vice Chancellors and campaign volunteer leadership and:

 Draft overall campaign plan, campus and institutes plans and campaign counting policies.

 Draft campaign communications plan and review writing and design of campaign communications as requested by the University.

 Assist in the development of named gift opportunities and appropriate policies relative to them.

 Meet regularly with President, Vice President for Development & Alumni Affairs, Chancellors and their Vice Chancellors, to design and implement strategies to keep the campaign moving toward goal.

 Provide counsel to Deans and Department Heads on the campuses as well as development and alumni staff as appropriate.

 Attend meetings of the Board of Trustees Solicitation Committee, Campaign Executive Committee, campus and institutes campaign committees, and Development Council.

 Provide counsel on other development-related issues as they arise during the course of the campaign.

--\$3,000 retainer per month for counsel provided offsite by telephone, mail, e-mail, fax, and in AHM&P offices, plus travel reimbursed as incurred, with a daily rate of \$2,750 per visit with a maximum of 200 days on site over three years.

Total (\$3,000 monthly retainer fee for thirty six months=\$108,000; \$2,750 daily rate per visit not to exceed 200 days over three years=\$550,000)= \$658,000

Travel estimate \$1,000 per trip x 200 trips over three years not to exceed \$200,000.

Total estimated travel expenses during the contract period: \$200,000

At least six interim status reports will be provided to the President, Vice President for Development & Alumni Affairs, Chancellors, and Vice Chancellors at key points in the campaign to indicate progress being made toward campaign objectives. Monthly reports of on-site

visits will be provided to the Vice President for Development & Alumni Affairs and Vice Chancellors.

Total liability for University of Tennessee: \$858,000